

Clayton Co.

Teamsters #238 (Roads)

7/1/2004 6/30/2007

CLAYTON COUNTY SECONDARY ROADS

and

CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238

COLLECTIVE BARGAINING AGREEMENT

7-1-2004 through 6-30-2007

CLAYTON COUNTY SECONDARY ROADS  
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## AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between CLAYTON COUNTY SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and the CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", pursuant to the provisions of Chapter 20 of the Code of Iowa.

### ARTICLE 1 RECOGNITION

#### Section 1.1

The Employer recognizes that Chauffeurs, Teamsters and Helpers Local Union No. 238 is hereby designated and certified as the exclusive bargaining representative of the following bargaining unit of employees of Clayton County originally determined in Case No. 6289.

INCLUDED: Maintenance Workers, Mechanic, Engineering Aides, Roadside Maintenance Employees and Partsman.

EXCLUDED: Shop Foreman, Maintenance Foreman, Maintenance Superintendent, Secretaries, Bookkeeper, Office Manager, Assistant Engineer, and any other person excluded by Section 4 of the Act.

Dated at Des Moines, Iowa the 30<sup>th</sup> Day of March, 2001.

ARTICLE 2  
SEPARABILITY AND SAVINGS AND EXTRA CONTRACT AGREEMENTS

Section 2.1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.2

The Employer agrees not to enter into any agreement or extra contract with an employee(s) which is contrary to an expressed provision of this Agreement. Such contract shall be null and void.

ARTICLE 3  
EMPLOYER RIGHTS

Section 3.1

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; to develop and enforce rules for employee discipline; make investigations; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other reasons; to determine what work or service shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments and personnel by which public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

Section 3.2

The reasonableness of work rules must be grieved within ten (10) days from the date the new policy/rule was posted through the grievance procedure set forth in Article 5 of this Agreement.

## ARTICLE 4 NO STRIKE - NO LOCKOUT

### Section 4.1

The parties agree to faithfully abide by the applicable provisions of Chapter 20 of the Code of Iowa. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, illegal picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activity as covered in Section 12 of the Act.

### Section 4.2

The Employer pledges that it will not engage in lockout during the term of this Agreement as a result of a labor dispute with the Union.

## ARTICLE 5 GRIEVANCE PROCEDURE

### Section 5.1

A dispute to the application of a specific provision or provisions of this Agreement or a particular factual situation involving an employee, and which occurs during the term of this Agreement, shall be a grievance within the meaning of this Agreement.

### Section 5.2

Grievances must be filed and processed through the following procedure:

Step 1. Grievance shall be presented in writing to the employee's immediate supervisor in such manner as to not unreasonably interfere with County operations. During this presentation the supervisor shall be told what contract violation has allegedly occurred and what remedy the grievant is seeking. To be a valid grievance, this step must be presented by the end of the fifth (5<sup>th</sup>) working day following the date of the occurrence of the event giving rise to the grievance. The employee may or may not have the steward present, as the employee may elect. In the event the grievance is not adjusted to the satisfaction of the employee in Step 1, the grievance shall proceed immediately to Step 2.

Step 2. The Union or the aggrieved employee must, by the end of the third (3<sup>rd</sup>) working day following the date of the presentation to the Supervisor in Step 1, present the grievance to the County Engineer in writing. The grievance shall be signed by both the employee and the steward and shall set forth the specified provision of this Agreement it is felt the County has violated and a concise statement of facts giving rise to the grievance. The County Engineer shall give his written reply to the grievance by the end of the tenth (10<sup>th</sup>) working day after the grievance has been presented to him.

Step 3. If settlement is not reached in Step 2, then the written grievance may be presented by the Union to the County Board of Supervisors within ten (10) working days from the County Engineer's answer. The County Board of Supervisors shall give their written reply to the Union within ten (10) days after the County Engineer's answer.

#### Step 4

- (a) In the event the grievance is not settled in Step 3 above, the Union may, within ten (10) days after the County's Step 3 answer, appeal to arbitration provided written notice of such intent is served upon the County.
- (b) Either party may request the Public Employment Relations Board to submit a list of experienced arbitrators. The Union and the County shall alternately strike a name from the list of arbitrators. The selected arbitrator must agree to hold the arbitration within thirty (30) days after selection, unless otherwise agreed between the County and the Union. The arbitrator may only rule on the written grievance submitted in Step 1.

#### Section 5.3

The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

#### Section 5.4

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

#### Section 5.5

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement in writing between the Union and Employer provided that the request for extension is made before the expiration of the original time limits.

### ARTICLE 6 VISITATION AND STEWARDS

#### Section 6.1

The Business Representative(s) of the Union who has been previously identified by the Union to the County will be permitted to visit the County Departments to ascertain that the Agreement is being complied with. Said Union Representative(s) is not to interfere with the Employer's operation and will check in at the office first.

#### Section 6.2

The Union can select three (3) Stewards and one (1) chief steward. The Union agrees to notify the County Engineer in writing who shall represent the Union as a steward.



## ARTICLE 7 LEAVES OF ABSENCE

### Section 7.1

Leaves of absence without pay, without fringe benefits, and without loss of seniority, may be granted at the sole discretion of the Employer. Any request for time off must be in writing, stating the reason(s) for a leave of absence at least five (5) working days before said leave would commence, and the Employer will respond in writing. Seniority is frozen after a leave of absence exceeds thirty (30) days. Once the employee returns to work on a regular basis, seniority can then continue to accumulate. Extensions may be granted at the discretion of the County.

### Section 7.2

In the case of personal illness or personal injury, the employee shall, at the request of the Employer, furnish a medical doctor's statement attesting to said employee's physical condition and/or inability to work before said leave is granted. The Employer may also require a medical doctor's signed statement verifying that the employee is released to return to work and assume their regular job duties. A single illness or a personal injury leave of absence will not exceed thirty (30) days. Extensions may be granted at the discretion of the County.

### Section 7.3

No benefits will accrue during an unpaid leave of absence except as provided by law.

### Section 7.4

Upon return from leave of absence, the employee shall return to their former job, if available.

### Section 7.5

If an employee desires their insurance coverage to continue during leave of absence, the employee shall pay the full premium on the first payday of each month for the applicable month's coverage.

### Section 7.6

If the Employer requests that an employee be seen by a doctor, the employee shall agree to see the doctor, and the Employer will pay for the full cost of the initial doctor visit (excluding the cost of treatment) not covered by the group hospital and surgical insurance plan. This provision shall not apply to a worker's compensation situation nor when the Employer requires a doctor's statement for verification of sick leave. The Employer shall receive a statement of the results of the doctor's examination.

#### Section 7.7

Military Leave. A full time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975. The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

#### Section 7.8

Voting Leave. An employee who is unable to vote before or after working hours, shall be granted time off, not to exceed three (3) hours, to vote.

#### Section 7.9

Union Activity Leave. An employee selected by the Union to represent it on union business requiring him to be absent for a reasonable time from his job will be granted a leave of absence, without pay, provided the Employer is given reasonable advance notice in writing. Reasonable time is defined as thirty (30) days. Reasonable advance notice is thirty (30) days. No more than one (1) employee selected will be on Union related leave at any time.

### ARTICLE 8 DUES DEDUCTION/UNION SECURITY

#### Section 8.1

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction, along with a list of current employees, indicating those for which dues have been deducted, by the fifteenth (15th) day of the succeeding month to the official designated by the Union, in writing, to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### Section 8.2

Employees are entitled to be members of the Union or to refrain from such membership, to be active on behalf of the Union or to refrain from such activity. Neither the County nor the Union will interfere with such rights of the employees.

## ARTICLE 9 SENIORITY

### Section 9.1

Seniority rights of all regular full time employees shall prevail under this Agreement, unless specifically noted otherwise in this Agreement.

### Section 9.2

Regular full-time employees shall acquire regular status and seniority after completing a one hundred eighty (180) day probationary period. Seniority, once the probationary period is complete, will be retroactive to the date of hire and shall be considered that period of continuous employment by an employee commencing with the date, then seniority shall be determined by alphabetical order, commencing with the last name first and then the first name.

### Section 9.3

Temporary employees: those employees employed less than ninety (90) days; part-time employees: those employees regularly scheduled to work less than thirty (30) hours per week; and summer students: those employees working one hundred twenty (120) days or less, shall not be a part of this Agreement.

### Section 9.4

The seniority of an employee shall be forfeited if: the employee is laid off and not re-employed within six (6) months; the employee leaves the employment of the Public Employer of his/her own volition; the employee is terminated for cause; or if the employee, after having been laid off, fails to notify the Public Employer within five (5) days after delivery of notice by mail, whether or not he/she will return to work or if the employee, after notifying the Public Employer that he/she will return to work, fails to return to work within ten (10) calendar days from date of delivery of Public Employer's notice or if the employee is absent from work for two (2) or more consecutive work days without prior approval from the County Engineer. The Public Employer's notice shall be considered delivered if sent by registered or certified mail to employee's last known address on Public Employer's record. An employee on layoff status who acquired work from another employer shall forfeit his/her seniority and be subject to discharge if he/she refuses, within ten (10) days after delivery of notice of work, Public Employer's offer of work. No employee may refuse temporary work if he/she is unemployed.

### Section 9.5

When layoffs are necessary, those employees with the least job classification seniority will be laid off first provided those employees retained are qualified to carry on the work or operation. When the employees are recalled to work, those employees having the greatest seniority shall be called first providing they are qualified to perform the required work or operation.

#### Section 9.6

The Union shall be furnished with a seniority list and job classifications showing all employees and their dates of employment for those covered by this Agreement within thirty (30) days after its execution and each six (6) months thereafter.

#### Section 9.7

Whenever possible the employee who operates an assigned piece of equipment on a regular basis will be called in first for overtime opportunities before other employees are contacted. However, in emergency situations, the employee closest to designated work area will be called in first.

### ARTICLE 10 JOB POSTING

#### Section 10.1

All openings of employment with the Public Employer that pertain to and are covered by this Agreement shall be posted on an official bulletin board. Once the Public Employer determines that a position covered by this Agreement is available, the position shall be posted for at least five (5) consecutive working days at a conspicuous location prior to seeking a person not currently employed by the Public Employer.

#### Section 10.2

Employees wishing to bid on any posted vacant position must sign their names on the bottom of the Posted Job Opening sheet within the five (5) consecutive working day posting limit.

#### Section 10.3

Employees, who have bid on the position, will be notified in writing of the Public Employer's selection within fifteen (15) days after the Public Employer's selection has been made.

#### Section 10.4

Promotions and transfers shall be made on the basis of an employee's qualifications and ability. When qualifications and ability are equal between the applicants, the employee with the longest seniority shall be given the opportunity to perform the job. If the employee selected is unable to perform the work within thirty (30) calendar days to the satisfaction of the Public Employer, the employee shall be returned to his/her former position.

## ARTICLE 11 HOURS OF WORK

### Section 11.1

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as guarantee of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The workweek starts at 12:01 a.m. on Monday and ends at Midnight the following Sunday.

The regular workday normally consists of eight (8) work hours, and the regular work week normally consists of forty (40) hours of five (5) consecutive regular work days, Monday through Friday. Starting and ending hours shall be determined by the County and posted.

Employees who work an eight (8) or more hour workday shall receive a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) shift. Normally, this rest shall be in the middle of each one-half ( $\frac{1}{2}$ ) shift. Employees who work an eight (8) or more hour workday shall receive a thirty (30) minute unpaid meal period to be taken in the middle of their workday.

A ten (10) day notice shall be given if employee work schedule requires permanent modification.

All benefits will be paid based on hours, either eight (8) hour days or ten (10) hour days depending on employees work schedules.

### Section 11.2 - Overtime

Overtime shall be paid for at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in any work week. Only compensatory time used shall be counted as working time for the purpose of determining overtime.

All employees who work the schedule of four (4) ten (10) hour days will be paid overtime after ten hours per day or forty hours per week, whichever comes first.

### Section 11.3 - Compensatory Time

An employee may, in lieu of overtime pay, receive compensatory time. Compensatory time will be earned at the rate of one and one-half ( $1\frac{1}{2}$ ) hours for each hour of overtime worked. Employees can accumulate up to a maximum of 80 hours. The County reserves the right to pay employees for any accumulated compensatory time. Any un-used compensatory time will be paid to employees by June 30<sup>th</sup> of each year. Employees may carry over a maximum of 24 hours each year.

#### Section 11.4 - Call-in Pay

An employee called in to work outside of their regularly scheduled shift shall be provided at least two (2) hours of work paid at the rate of one and one-half (1½) times the employee's regular hourly rate. This provision shall not apply to an early start.

#### Section 11.5

In addition to any benefits allowed, employees will be allowed to receive cash payment for overtime worked up to fifteen (15) hours per work week. All other overtime payments shall be in compliance with FLSA Standards, and shall be credited as compensatory time, or as otherwise required by the contract. This Article shall be governed by the Federal Fair Labor Standards Act as amended. In the event that any term or provision of this Article shall be in violation of that Act, then said term, or provision shall become null and void.

#### Section 11.6

No equipment owned or operated by the County shall be used by employees covered by this Agreement to transport themselves to and from restaurants or eating establishment or grocery store. Employees are expected to take food and beverages with them at the start of the shift. If driving directly by, an employee may stop at a restaurant or eating establishment or grocery store.

### ARTICLE 12 SICK LEAVE

#### Section 12.1

Each full-time employee shall earn sick leave at the rate of sixteen (16) hours each calendar month of continuous employment providing the employee has worked at least fifteen (15) full scheduled days in the month. Maximum accumulation shall be seven hundred twenty (720) hours. Employees who work a ten (10) hour schedule must have worked at least fifteen (15) full scheduled days in the month. Employees who work a ten (10) hour schedule accumulate 16 hours per month, but if gone 10 hours then 10 hours of sick leave is used.

#### Section 12.2

Sick leave can be taken in no less than one (1) hour increments. In no event can an employee report for work, leave work on sick leave, and return to work on the same workday.

#### Section 12.3

To be eligible for payment of sick leave the employees must notify their immediate supervisor, or his supervisor's designate, prior to the starting time of the scheduled shift. This notice will be waived if the employee could not reasonably be expected to comply because of unusual circumstances.

#### Section 12.4

An employee may elect to use accumulated sick leave to make up the difference between the employee's normal gross basic wage and the amount paid by Worker's Compensation check. If using sick leave to supplement Workers Compensation, the employee shall be paid the sick leave from the County in a separate check.

#### Section 12.5

The County may require a physician's statement or other evidence supporting absences due to illness or injury after two (2) days of absence.

#### Section 12.6 - Conversion of Sick Leave to Bonus Vacation Days:

Employees may not use sick leave as vacation except on accumulation of seven hundred twenty (720) hours (ninety (90) days) , provided the seven hundred twenty (720) hours (ninety (90) days) are accumulated some time during the period of the last two years, based on the employee's anniversary date. The Board of Supervisor's agree to grant five (5) days vacation at the normal working hours per day rate minus one (1) hours for each two (2) hours that an employee takes in sick leave in the last year. This vacation credit will be credited on the employee's anniversary date of each year.

#### Section 12.7

The County agrees to continue following its most current Family Medical Leave Policy. The County shall provide each employee with a copy of the Family Medical Leave Act and the applicable County policies.

#### Section 12.8

- A. If the spouse, child, or parent of an employee is seriously ill and requires the care of the employee, up to a total of two (2) days of sick leave each year may be taken for that purpose.
- B. Up to two (2) days in one-half (½) day increments of sick leave may be taken each year for the employee's medical care appointments which cannot be postponed until after the employees' regular assigned working hours.

## ARTICLE 13 FUNERAL LEAVE

### Section 13.1 Funeral Leave

Each regular full-time employee shall, after completion of 3 months continuous employment, be eligible for a paid leave of absence of up to forty (40) hours after a death in the employee's current immediate family. Said days must be taken in conjunction with the day of the funeral. Current immediate family shall be defined as the employee's parents, spouse, child, step child, brother, sister, mother-in-law, and father-in-law. A paid leave of absence of up to twenty-four (24) hours shall be allowed for the following death: employee's son-in-law, daughter-in-law, and grandparents. Only days absent which would have been compensable workdays will be paid for. No payment will be made during vacations, holidays, layoffs, or other leaves of absence. Payment shall be made on the basis of the scheduled workday missed. Employee must attend the funeral in order to qualify for funeral pay. The County Engineer may, at his discretion, grant additional days off work, without pay. Said funeral leave shall be taken out of the employee's accumulated sick leave account.

### Section 13.2

A regular full-time employee who serves as a pallbearer shall be granted one (1) day of paid leave twice a calendar year to attend the funeral. These additional two (2) days will be charged against the employee's earned accumulated sick leave.

### Section 13.3

Effective July 1, 2003, brother-in-law, sister-in-law, aunt and uncle will be added to the twenty-four (24) hour paid funeral leave of absence for employees.

## ARTICLE 14 JURY DUTY

### Section 14.1

An employee required to serve as a juror shall receive his/her regular wages, less any compensation received as a juror. Verification of jury service can be required from the Clerk of Court. If more than two (2) hours remain in the employee's scheduled work shift, the employee shall report for work when released from jury duty.



## ARTICLE 15 INSURANCE

### Section 15.1

The County shall provide group health and major medical insurance, which includes prescription drug and vision coverage, for all regular full-time employees and those part-time employees who so selected coverage as provided in this Agreement. If an employee elects to cover the family members with medical insurance, the County shall at the request of the employee deduct the entire cost of the dependent coverage from the employee's wage.

### Section 15.2

The County shall continue to pay insurance premiums for all employees in pay status.

### Section 15.3

While employed by the County, the County agrees to provide Term Life Insurance in the amount of \$20,000 for each regular full-time employee.

### Section 15.4

For all insurance coverages, the Employer reserves the right to select the carriers and/or maintain substantially comparable coverage levels.

## ARTICLE 16 HOLIDAYS

### Section 16.1

Employees who have completed their probationary period shall receive holiday pay for each of the following eleven (11) holidays each year in which the employee qualified for holiday pay:

Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	New Years Day
Veterans Day	Employee's Birthday
Thanksgiving Day	

#### Section 16.2

In order to be eligible for holiday pay on a particular holiday, the employee must have worked at least eight (8) hours of the last scheduled workday before the holiday and at least eight (8) hours of the next scheduled workday after the holiday, unless the employee is on vacation or on approved sick leave with a doctor's slip.

#### Section 16.3

Holiday pay for each regular full-time employee shall consist of up to eight (8) hours pay at the employee's straight time hourly rate of pay. Holiday pay for each employee regularly scheduled to work for less than eight (8) hours per day shall be based on the average number of daily hours the employee is scheduled to work. For purposes of this paragraph, the average number of daily hours an employee is scheduled to work shall be based on the average number of daily hours worked by that employee during the preceding calendar year.

#### Section 16.4

If a holiday for which an employee is eligible for holiday pay falls within an employee's vacation period, the employee, with prior approval, may be granted an additional day off with pay immediately preceding or following his scheduled vacation for each holiday that occurs during his/her vacation.

#### Section 16.5

Employees required to work on a holiday, shall receive their regular holiday pay, plus time and one-half (1½) for all hour's worked on the holiday.

#### Section 16.6

If a holiday falls on a Saturday, it shall be observed on Friday, and when it falls on a Sunday, it will be observed on Monday. For employees on four (4) ten (10) hour days, if a holiday falls on a Friday or Saturday, it shall be observed on Thursday, and when it falls on a Sunday, it will be observed on Monday. Paid holidays shall not count as time worked for computing overtime.

## ARTICLE 17 VACATIONS

### Section 17.1

Each regular full-time employee who is in the employment of the County and who is otherwise eligible for a vacation with pay and paid absence allowance shall be entitled to a vacation with pay for each year of service in accordance with the following schedule. Vacation will be credited each calendar year on the employee's anniversary date of hire with the County. Vacation time taken shall be recorded as hours versus days, so that the office can keep track of 4 hours or 5 hours used per day. The minimum vacation increment shall be one-half day (this could be 4 hours or 5 hours depending on an employee's work schedule).

Eligibility	Amount of Vacation and Vacation Pay
Upon the completion of 1 year's service	1 week - 40 hours
Upon the completion of 2 or more year's service	2 weeks - 80 hours
Upon the completion of 10 or more year's service	3 weeks - 120 hours
Upon the completion of 17 or more year's service	4 weeks - 160 hours

Employees shall be ineligible for vacation or vacation pay during any year of service in which the employee has been absent from work for more than three (3) months due to an unpaid leave or layoff.

### Section 17.2

In determining vacation periods, the County shall give consideration to employee's preferences and in case of conflict, first come, first serve basis shall govern.

The employees shall give twenty-four (24) hour notice for one (1) day of vacation and two (2) week notice for one (1) week or more of vacation to be taken.

A vacation shall not be cumulative from year to year but must be taken during the calendar year following the date on which the employee qualified for a vacation with pay. However, the County will allow employees to carry over a maximum of five (5) days vacation each year.

In emergency situations when in the judgment of the County, it appears advisable in order to meet the needs of the County, the County may require an employee entitled to a vacation under the terms of this Article to postpone all or part of such vacation.

## ARTICLE 18 GENERAL

### Section 18.1 - Pay Period

The standard payroll shall be paid every two (2) weeks with pay days on the Wednesday after 3:30 p.m. following the end of the payroll period. Employees may choose to have their payroll checks available to be picked up at the Elkader Shop on Wednesday after 3:30 p.m.; or checks will be mailed to the employee's home on Wednesday; or check will be direct deposited on Wednesday; or electronic transferred if possible.

### Section 18.2

The County will discipline for cause only. Discipline will be one of the following forms:

- a. Written reprimand;
- b. Suspension;
- c. Discharge.

### Section 18.3

Notices of suspension and/or dismissal shall be in written form. Suspension or discharge may occur on the first offense, depending on the circumstances.

### Section 18.4

A copy of any written reprimand, notice of suspension, or notice of discharge which is to become part of the employee's personnel file may be given to the employee.

### Section 18.5

An employee who is the subject of an investigation that may result in disciplinary action to that employee may have a steward or a member of the Union present during the questioning. Questioning will be conducted at reasonable times.

### Section 18.6

Employees may not be suspended without pay for more than thirty (30) days in any calendar year.

### Section 18.7

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the County Engineer.

Section 18.8

The County may develop and/or change written rules or regulations, which shall become effective ten (10) days following the posting of the rules and regulations, with a copy sent to the Union.

Section 18.9

In the event an employee becomes physically disabled and is unable to perform his regular work, the County shall assign him/her to other available work, providing there is work which he/she is capable of performing.

Section 18.10

Employees must give the County two (2) weeks notice before terminating their employment in order to receive any unused vacation time.

Section 18.11

New employees, with the exception of health insurance, are not entitled to use any contract benefits until their completion of the probationary period.

Section 18.12

Maintenance I employees working four (4) or more continuous hours in the maintenance classification shall be paid Maintenance II class rate of pay when performing Maintenance II work.

ARTICLE 19  
EDUCATION AND TRAINING

Section 19.1

The Employer may require employees to attend schools and seminars. If required by the Employer, the employee will be reimbursed for their regular straight rate of pay subject to prior approval by their department head or elected official. When an employee is required to be gone for more than one (1) day, they shall be paid for eight (8) hours pay at the regular rate for any day including pay for travel time. Transportation shall either be provided by the Employer or the employee shall be paid mileage. Employees will be reimbursed for schooling. Employees will be required to punch in before leaving to attend schools and seminars and upon returning shall be required to punch out. This requirement of punching the time clock may be waived by mutual agreement between the Employer and the employee.

## ARTICLE 20 SAFETY AND HEALTH

### Section 20.1

The Public Employer shall continue to make all reasonable provisions for the safety and health of its employees.

### Section 20.2

Authorized protective equipment and other devices if necessary to properly protect employees from injury and sickness shall be designated and where required will be provided by the Public Employer.

### Section 20.3

The employees shall recognize their responsibility to conduct themselves in a manner that promotes safety, employee cooperation, good morale and good public image.

### Section 20.4

It is recognized that employees are expected to exercise reasonable judgment in the care and use of all equipment including, but not limited to, safety equipment and vehicles used by County employees in the performance of their jobs.

### Section 20.5

The Public Employer shall provide wherever possible before this Agreement ends an individual locker large enough to hold a change of clothes for area shops containing two (2) or more employees.

### Section 20.6

All County vehicles used in the regular program of scheduled maintenance work shall be equipped with one (1) emergency first aid kit and one (1) portable fire extinguisher. The operator of the vehicle is responsible for seeing that the County Engineer or his authorized representative is kept informed of needed first aid supplies.

### Section 20.7

The Public Employer shall provide water at major job sites.

#### Section 20.8

Employees operating any equipment or vehicles shall cause a report to be made on any defects or unsafe conditions that exist on any equipment or vehicles they operate. Such equipment maintenance report shall be filled out by the operator of the equipment or vehicle on the form provided by the Public Employer. Employees shall not be required to operate any equipment or vehicles that have been written on the form as unsafe to operate until the unsafe operation condition has been repaired or corrected by the shop or road foreman.

#### Section 20.9 Physical Examinations

The Public Employer shall have the right, at any time, to require any applicant for employment during the probationary period to submit to a physical and/or medical examination and/or vision examination by a licensed medical practitioner. The Board of Supervisors shall have the right to approve or disapprove the employment of the applicant from the report of said required examination. The cost for said examination shall be paid by the County.

The Public Employer shall have the right to require any employee who is thought to be ill or injured to submit to a physical and/or medical examination by a licensed medical practitioner for the purpose of determining if the employee is physically fit to perform his/her normal duties. The cost of this examination shall be paid by the County and a copy of the medical tests shall be provided to the Employer. In case of any dispute to the accuracy or findings, the employee may submit to an examination by a doctor of the employee's choosing and at the employee's expense.

#### Section 20.10 On-the-job Injuries

An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day.

ARTICLE 21  
ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 21.1

This Agreement supersedes and cancels all previous agreements and practices between the Employer and a unit employee(s) and/or the Union, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during its term.

Section 21.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement during its term.

ARTICLE 22  
BULLETIN BOARDS

Section 22.1

The County will provide one (1) bulletin board, which will be for the use of the County and the Union at the Elkader, Farmersburg, and Guttenburg shops. The stewards may announce Union meetings over the County's two-way radio with the permission of the County Engineer. Posted information will be limited to:

- (a) Notices of Union meetings;
- (b) Notices of Union elections;
- (c) Results of Union elections;
- (d) Notices of Union recreational, educational, or social events;
- (e) Other official notices of the Union;
- (f) Official job postings.



ARTICLE 23  
DURATION

Section 23.1

THIS AGREEMENT shall be effective on July 1, 2004 and shall continue in full force and effect until June 30, 2007. Should the party desire to modify, amend or terminate this Agreement, written notice must be served on the other party by November 1, 2006. This Agreement will remain in effect from year to year after the expiration date if such written notice is not received. Any written notice(s) to the Employer are to be served on the Board of Supervisors.

Section 23.2

Any notification required to be served under this Article shall be sent in a manner by which submission and delivery can be verified.

Signed this 1<sup>st</sup> day of MARCH, 2004.

EMPLOYER

UNION

CLAYTON COUNTY

CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL UNION NO. 238

Clayton County, Iowa

Affiliated with the  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

By: [Signature]  
Chairperson, County  
Board of Supervisors

By: [Signature]  
Business Representative and  
Secretary-Treasurer

By: [Signature]  
Lloyd Peterson  
Chief Negotiator  
Blackstone, Simmons & Peterson

By: [Signature]  
Business Representative

## WAGES

CLASSIFICATIONS	7/1/2004	7/1/2005	7/1/2006
*Maintenance Worker I Laborer, truck driver	\$15.08	\$15.48	\$15.93
*Maintenance Worker II Truck driver, maintainer, Operator, dozer, dragline, Crane, excavator	\$15.58	\$15.98	\$16.43
Mechanic	\$16.00	\$16.40	\$16.85
Engineering Aide	\$15.89	\$16.29	\$16.74
Partsman	\$15.89	\$16.29	\$16.74

### New Hires:

First year of employment	70% of the wage rate
Second year of employment	80% of the wage rate
Third year of employment	90% of the wage rate
Fourth year of employment	100% of the wage rate

\*All existing employees will remain in the Maintenance Worker II classification. Employees hired on 7/1/04 or later will be hired into Maintenance Worker I classification except an employee who is hired as a Mechanic, Engineering Aide, Partsman, or hired directly into a Maintenance Worker II position.